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Palmyra-Macedon Central School
District And Palmyra-Macedon
Administrators Assn

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PROFESSIONAL AGREEMENT

BETWEEN THE

**PALMYRA-MACEDON ADMINISTRATORS
ASSOCIATION**

AND THE

PALMYRA-MACEDON BOARD OF EDUCATION

**ONE YEAR EXTENSION OF THE 1995 -1997 CONTRACT
EFFECTIVE**

JULY 1, 1997 - JUNE 30, 1998

OP'S PUBLIC EMPLOYMENT RELATIONS BOARD
200 HANCOCK

FEB 23 1998

CONCILIATION

ARTICLE I

PREAMBLE

In order to effectuate the provisions of the Public Employees Fair Employment Act of the State of New York (Civil Service Law, Article 14), and to encourage and to increase the effective and harmonious working relationship between the Board of Education of the Palmyra-Macedon Central School District, (hereinafter referred to as the Board), and the administrative employees, (hereinafter referred to as members), represented by the Palmyra-Macedon Administrators Association, (hereinafter referred to as PMAA), and

WHEREAS, the Board and the PMAA recognize and declare that providing the finest quality education for the children of Palmyra-Macedon is their mutual aim and purpose,

NOW, THEREFORE, in the furtherance of this aim and purpose, it is agreed by and between the parties as follows:

ARTICLE II

RECOGNITION

A. The Board hereby recognizes PMAA as the exclusive bargaining agent and representative for all administrative and supervisory personnel in the Palmyra-Macedon Central School District. The professional positions incorporated in such recognition include:

1. Elementary School Principals
2. Middle School Principal
3. High School Executive Principal
4. High School Assistant Principal
5. Middle School Assistant Principal
6. Director of Athletics and Physical Education
7. Director of Special Services

- B. Any and all newly created or substantially altered existing supervisory or administrative positions, other than Central District Administration, shall be considered by PMAA for inclusion in the recognition if the position created or altered has complete or partial responsibility for administering and/or supervising educational programs and/or staff in one or more grade levels encompassed in Kindergarten through twelfth grade, as stated in the job descriptions being part of this administrative handbook.

ARTICLE III **PMAA PRIVILEGES**

- A. PMAA shall be allowed to use all school facilities, including, but not limited to, school buildings, inter-school mail facilities, faculty bulletin boards, photocopying equipment, audio-visual equipment, and telephones for local calls for PMAA business. If such use results in additional cost to the Board, such additional cost shall be paid by PMAA.
- B. The Board shall deduct from the salary of each member of PMAA, upon his written authorization, dues for membership in any professional organization so designated by that member, and shall promptly transmit such deductions to the authorized organization or association.
- C. The Board shall print copies of this Agreement and distribute a copy to each member of PMAA not later than sixty (60) days after the final Agreement is executed by the parties hereto.
- D. The Board shall authorize the PMAA to conduct its business meeting during the regular work day when school is not in session for students and beginning immediately after dismissal when school is in session for students. The membership of PMAA will, in turn, place priority on meeting necessary professional responsibility over attendance at Association meetings so described in the previous sentence.

ARTICLE IV
WORK YEAR, VACATIONS, LEAVES

- A. Except as otherwise provided, the work year for all Administrators shall be twelve (12) months. The work year is considered to begin on July 1 and to end on June 30.
- B. The work year for the Middle School Assistant Principal shall be eleven (11) months, defined as 210 days.
- C. All members whose work year is twelve months shall be eligible for twenty (20) days of vacation each work year upon the completion of one year of service, and for twenty-five (25) days of vacation each work year following the completion of ten (10) years of service. Such vacation days shall be in addition to all national holidays or other holidays observed by the District and shall be exclusive of weekends. Up to ten (10) days of vacation not used in one work year may be carried over to the following work year.
- D. In addition to the vacation benefit specified in paragraph C members whose work year is twelve months shall be given three additional floating vacation days to be scheduled with the approval of the member's immediate supervisor during a day when school is not in session.
- E. The following types of leave are separate and distinct, each from the other, and each is in addition to any other form of leave or vacation to which the member is entitled:
1. **Sick Leave:** Each member shall be allowed leave without loss of salary because of personal sickness or personal physical disability, including pregnancy-related illness or disability. Sick leave shall be allowed in the following manner:
- Fifteen (15) days per year up to forty-five (45) days accumulation.
 - Eleven (11) days per year over forty-five (45) days accumulative for eleven month employees.
 - Twelve (12) days per year over forty-five (45) days accumulation for twelve (12) month employees.

If the member does not use the full amount of sick leave allowed in any work year, the amount not so used shall be accumulated from year-to-year, without limitation on the total number of sick leave days that may be accumulated. On the first day of each work year, the member shall be credited with the amount of sick leave allowed for the next following work year, consisting of all accumulated sick leave days plus the number of days entitled for the ensuing work year. The Board shall maintain an account of sick leave days accumulated by and allowed to each member, and shall on the first day of each work year inform the member in writing of the number of sick leave days credited to his or her account.

2. **Leave for Death or Serious Illness in Immediate Family.** Each member shall be allowed an unspecified number of days without loss of salary, subject to the approval of the Superintendent of Schools, for each death or serious illness in his or her immediate family. Immediate family of the member is defined to include the following persons: husband, wife, mother, father, guardian, sister, brother, son, daughter, father-in-law, mother-in-law, and a relative or person living in the member's household.
3. **Jury Duty.** The member shall be granted leave without loss of pay as may be necessary in order to perform jury duty. When the member receives a notice of call to jury duty, he shall so notify the Board of its designee.
4. **Judicial Administrative Proceedings.** When a member is required to appear in court, or before any other judicial or administrative agency, leave without loss of pay for such time as is necessary to appear shall be granted, provided that the appearance is connected with the professional duties and responsibilities of the Administrator. Each member shall be allowed leave without loss of pay for time required to appear in court or for appearance in any other judicial or administrative proceeding where such appearance is in response to a subpoena. Included as part of the leave time allowed under this sub-paragraph shall be the time required to travel to and from the place where the appearance is made.
5. **Personal Leave.** Each member shall be allowed five (5) days of personal leave without loss of pay in each work year to attend to those personal matters which cannot be attended to at a time other than during a normal working day.
6. **Maternity Leave.** In addition to the accumulated sick leave that is available to a female member for pregnancy-related illness or disability, a female member may be granted leave of up to two years for each birth of a child without loss of tenure rights or any other position-related right. Such leave shall be without pay. For the purpose of this sub-paragraph, multiple birth shall be deemed to be a single birth. Such leave shall be granted one year at a time. The member shall notify the Board in writing within three months after the pregnancy has been determined. An application for maternity leave,

accompanied by a statement from a physician indicating the probable date of delivery, shall be made at any time prior to the end of the seventh month of pregnancy. The member may continue employment at all times during pregnancy and immediately after delivery, provided, however, that the Board may require a physician's certification as to fitness for work of such member. In the event that a second year of maternity leave is required by such member, application for such leave must be filed in writing with the Board at least ninety (90) days prior to the expiration of the first year of maternity leave.

ARTICLE V **SALARIES**

The following salaries are established for the 1997/98 school year:

<u>Name</u>	<u>Amount</u>
K.L. Austin	\$60,634
M.S. Cardona	\$63,130
F.S. Ciaburri	\$72,100
H.M. Manaseri	\$59,740
M.M. Keller	\$57,845
E.R. Mehlenbacher	\$83,692
D.J. Proffitt	\$62,130
D.A. Walling	\$73,500

ARTICLE VI **BENEFITS**

- A. **Health Insurance.** The Board shall pay ninety percent (90%) of the premiums for individual and family coverage for Blue Cross/Blue Shield medical insurance coverage, including an outpatient rider, for those Administrators electing to join the plan. The Board shall pay the full cost of Major Medical coverage and the full cost of the individual premium for the Blue Shield Smile Saver Dental Plan, Option 1. For employees hired after July 1, 1994, the employee co-pay percentages is to be increased by ten percent (10%) over the employee co-pay as stated above. The Board reserves the ability to select

the major medical carrier, provided the schedule of benefits is substantially equivalent to that extant under the current carrier.

- B. **Retirees.** Administrators retiring from service after July 1, 1977, and who have had fifteen years of service in this District, shall be eligible for continued Blue Cross/Blue Shield Insurance and Major Medical Insurance. The rate of contribution by the Board shall be the same as that paid for active Administrators in the year in which the Administrator retires.
- C. **Life Insurance.** The Board and PMAA agree to share equally the cost of \$50,000 Group Life Insurance provided all members agree to participate.
- D. **Discretionary Benefit Fund**
1. Each member will be allocated an amount equal to two and one-half (2 1/2) percent of his gross salary to apply to the cost of additional benefits, including dues to employment related organizations, disability, life, medical, or liability insurance, or similar types of expenditures approved by the Superintendent. Each member shall have until June 30th each year to use his discretionary benefit fund.
 2. As a separate and district entitlement, the Board shall pay for the membership of the PMAA and its individual members in the Wayne County Administrators Association to an amount not more than \$500 as an aggregate sum.
- E. **Flexible Spending Plan.** The Flexible Spending Plan established January 1, 1992, shall continue to be made available to members of the Palmyra-Macedon Administrators Association. The Board of Education may elect to terminate the Flexible Spending Plan at any time if, in the Board's judgment, the costs associated with implementing the plan exceed cost savings accruing to the District.
- F. **Sick Leave Bank.** Members of the PMAA shall be permitted to contribute ten (10) days of their accumulated sick leave to a "Sick Leave Bank". The member must indicate a willingness to participate in this bank by forwarding his written consent within thirty (30)

days after the execution of this Agreement or within sixty (60) days of his employment as an Administrator in the Palmyra-Macedon Central School District, on a form provided by the Superintendent.

Participating Administrators may use the sick leave bank under the following conditions:

1. The sick leave bank may only be used for serious illness or disabilities.
2. The Administrator must have exhausted all of his own accumulated sick leave.
3. Administrators who use the sick leave bank are expected to return to work at the end of their disability.
4. There shall be a one-hundred (100) day limitation of usage of the sick leave bank for each individual.
5. In the event that the total number of sick days in the sick leave bank drops below fifty (50), there shall once again be an opportunity for PMAA members to contribute ten (10) days to the bank.

The sick leave bank will be administered by a committee made up of two (2) PMAA members and the Superintendent. The committee is authorized by all participating Administrators to request and receive medical verification of illness from the attending physician or other physician of the committee's choice.

- G. **Unused Vacation Days.** When an Administrator either retires or otherwise severs his employment from the District, the Board will recompense him for vacation days not utilized from the previous July 1 to the date of severance up to a maximum of thirty-five (35) days. Compensation shall be calculated as $1/24^{\text{th}}$ of the Administrator's extent annual salary, times the number of unused vacation days certified by the Superintendent.

ARTICLE VII

VACANCIES

- A. The Board shall give written notice to each member of PMAA of any vacancy which occurs in any existing administrative or supervisory position or which occurs as the result of the creation or modification of a new or existing administrative or supervisory position. Such notice shall contain.
1. A description of the position to be filled.
 2. Qualifications for the position.
 3. Appropriate salary range.
 4. Procedure for application.
- B. Notice shall be deemed sufficient if posted on appropriate bulletin Boards and mailed to those members who are absent from the District on leave.

ARTICLE VIII

PROFESSIONAL DEVELOPMENT

- A. The Palmyra-Macedon Board of Education and the Palmyra-Macedon Administrators Association recognize the importance of in-service training as provided by local, regional, or national in-service conferences and workshops dealing with pertinent educational issues. When such conference or workshop opportunities exist, the Superintendent of Schools may request an Administrator(s) to attend such conference(s) at the expense of the District. The PMAA member may also submit a request to attend such a conference at the expense of the District. The total amount of money to be provided under this clause shall not exceed \$1,000 per member or \$3,000 for the PMAA in any one year.
- B. The Palmyra-Macedon Board of Education and the Palmyra-Macedon Administrators Association recognize the importance of continued professional training. To assist the Administrators in maintaining and improving their professional skills, the Board of

Education agrees to provide full tuition reimbursement of tuition costs for academic course work. The Administrators agree to receive prior approval for course work from the Superintendent. Administrators will be limited to three courses (9 hours) per academic year.

- C. In addition to the provisions set forth above in A and B, the Palmyra-Macedon Board of Education and the Palmyra-Macedon Administrators Association recognize the need for staff development and training in the areas of the new compact for learning, evaluation and supervision of teaching staff, issues involved in shared decision-making, leadership training, and other areas to agreed upon by the PMAA and approved by the Superintendent. The total amount of money to be provided under this clause shall not exceed \$5,000 each school year this Agreement is in effect.

ARTICLE IX

SABBATICAL LEAVES

- A. The Board may grant a sabbatical leave to one member at any time provided, however, that such sabbatical leave has been requested, as provided in paragraph four below. A sabbatical leave shall consist of one year at one-half salary or one-half year at full salary.
- B. Sabbatical leaves may be granted for one of the follow reasons:
1. Further study in a field connected with school administration.
 2. Study in an allied field.
 3. Travel related to such study.
 4. Any other reason deemed appropriated by the Board.
- C.
1. A member shall be eligible for sabbatical leave after six years of service in the District.
 2. All benefits, including retirement, health insurance, sick leave, and tenure shall be retained by the member. The sabbatical year or half-year shall be considered as a regular period of service. Acceptance of a sabbatical leave shall in no way

prejudice or jeopardize a member's benefits which he then has or which may be accorded to other members during his absence on sabbatical leave.

3. Financial awards, such as grants, scholarships, or fellowships awarded by persons or groups other than the District will be permitted in addition to sabbatical leave salary.

D.

1. Applications for sabbatical leave shall be made on or before February 1 of the school year preceding the year for which leave is requested.
2. Application shall be made to the Superintendent of Schools who shall forward all applications received, together with his recommendation as to which should be granted, to the Board of Education.
3. Each applicant shall be notified by the Superintendent of Schools of the action taken by the Board of Education on his application by March 1 (but no later than April 1) of the school year before the year for which such leave is requested.

- E. Each member who is granted a sabbatical leave shall serve at least two years with the District after completion of the sabbatical leave.

ARTICLE X **CONSULTATION**

The District agrees to consult with members of the PMAA where negotiations with other bargaining units affect building management.

ARTICLE XI **PROFESSIONAL COUNCIL**

It is understood that, for the duration of this Agreement, membership in the Professional Council will be structured in such a way as to include two building Administrators.

ARTICLE XII

GENERAL PROVISIONS

- A. Matters of pupil supervision which result from negotiations with teachers by the Board of Education, which relieve them of non-instructional duties, shall be resolved with increased para-professional personnel and not be adding to the duties of the Administrators.
- B. The building principal (executive principal in the case of the high school), or in his absence, the assistant principal, and where applicable the appropriate director, shall be consulted on all matters of professional personnel selection, assignment, transfer, or evaluation related to any program conducted within his building, or under his supervision.
- C. The building principal, (executive principal in the case of the high school), or in his absence the assistant principal, and where applicable the appropriate director, shall be consulted in the selection, assignment, or transfer of civil service personnel within his building or under his supervision.
- D. In the event a unit member retires from his position, the Board of Education reserves the right to eliminate the position by attrition, except where building principals or assistant principals are concerned. The Board must, however, negotiate the impact of any such elimination with PMAA.

ARTICLE XIII

CREDIT UNION DEDUCTIONS

The Board will honor members' requests for payroll deductions for the purpose of savings and/or loan repayments to the Wayne County Teachers' Association (WCTA) Federal Credit Union. The Association or the Credit Union will provide suitable forms for the use of

Administrators to authorize deductions. The Business office will forward all deductions to the Credit Union monthly.

ARTICLE XIV

PERSONAL INJURY BENEFITS

Whenever a member is absent from school as a result of personal injury resulting from an accident or assault arising out of the course of such member's employment by the District, he will receive full salary less any Workers Compensation or other statutory disability benefits, for up to one year from one year from the date of injury. No sick leave will be charged for time lost for such situations.

The Board will reimburse members for losses of personal property, such as clothing, not otherwise recoverable through Workers Compensation, when the loss results from an accident or an assault arising out of the course of the member's employment by the District and not due to the member's personal negligence.

ARTICLE XV

PROFESSIONALISM

The Board recognizes the professional status of each member of PMAA. The members of PMAA, in accepting this status, agree to conduct themselves in a professional manner, to belong to a professional Association of Educational Administrators and to engage in an ongoing program of continuing education in order to maintain the highest standards of professionalism.

ARTICLE XVI

GRIEVANCE PROCEDURE

DEFINITIONS

- A. For the purpose of this Agreement, a "grievance" shall be defined as a dispute or controversy between an Administrator, more than one Administrator, or the Association and the Board, based upon a claimed violation, misinterpretation, or misapplication of the terms of this Agreement.
- B. An "aggrieved person" is the party or parties making the claim.
- C. A "party in interest" is the party or parties initiating grievance, or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

PURPOSE

- A. The purpose of this procedure is to resolve grievances equitably and expeditiously. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Nothing herein contained shall be construed as limiting the right of any individual Administrator having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association. In any case, where the issue raised by the grievance affects a group or class of Administrators and involves the interpretation of this Agreement, the Association shall be notified of the grievance and be given the opportunity to state its views and participate in the procedures outlined below.

Procedure - Time Limits

- A. All time limits set forth in the Article shall be strictly adhered to unless the parties agree to an extension of such time limits in writing in one or more steps. In the event there is a violation of any of the time limits by the Association, the grievance shall be declared null and void. In the event there is a violation of any of the time limits by a Board representative or the Administration, the grievance may be advanced to the next applicable step of the grievance procedure.
- B. In the event a grievance is filed at such time that it cannot be processed through all the stages in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Procedure - Stages

A. Stage One: Superintendent

- 1. An Administrator having a grievance will discuss with the Superintendent, either directly or through a representative, with the objective of resolving the matter informally. In order to be timely, a grievance must be initiated at Stage One within thirty (30) school days after the aggrieved person knew or should have known of the act or conditions on which such grievance is based. The Superintendent will confer with all parties in interest and will make a decision only after having done so. The Superintendent will make his decision within five (5) school days of the discussion of the grievance. If the Administrator submits the grievance through a representative, the Administrator may be present during the discussion of the grievance.
- 2. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Superintendent within five (5) school days after the Superintendent's oral decision has been rendered. Within five (5) school days after the written grievance is presented to him, the Superintendent shall render a

written decision thereon, and shall present it to the Administrator, his representative and the Association.

B. *Stage Two: Superintendent*

1. If the Administrator initiating the grievance is not satisfied with the written decision at the conclusion of Stage One and wishes to proceed further under this grievance procedure, the Administrator shall within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration.
2. If the Grievance Committee determines that the Administrator has a meritorious grievance, then it will file a written appeal of the decisions at Stage One with the Superintendent within ten (10) school days after the Administrator has received such written decision. Copies of the written decisions at Stage One shall be submitted with the appeal.
3. Within ten (10) school days after receipt of the appeal, the Superintendent or his duly authorized representative shall hold a hearing with the Administrator and the Grievance Committee or its representative and all other parties in interest.
4. The Superintendent shall render a decision in writing to the Administrator, the Grievance Committee and its representative within ten (10) school days after the conclusion of the hearing.

C. *Stage Three: Board of Education*

1. If the Administrator and the Association are not satisfied with the decision at Stage Two, the Grievance Committee will file an appeal in writing with the Board of Education within ten (10) school days after receiving the decision at Stage Two. The official grievance record maintained by the Superintendent shall be available for the use of the Board.
2. Within ten (10) school days after receipt of an appeal, the Board shall hold a hearing on the grievance. The hearing may be conducted in executive session if either party so desires and if permitted by law.
3. Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

D. *Stage Four: Arbitration*

1. After such hearing, if the Administrator and/or Association are not satisfied with the decision at Stage Three, the Association may submit the grievance to arbitration by written notice to the Board of Education within ten (10) school days after the decision at Stage Three.
2. Within five (5) school days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator

competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

3. The selected arbitrator will hear the matter promptly and will issue his decision as soon thereafter as is practicable. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues.
4. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or regulation having the force and effect of law or which is violative of the terms of this Agreement.
5. The decision of the arbitrator shall be advisory for all parties.
6. The costs for the services for the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

ARTICLE XVII

NON-RESIDENT STUDENT

A dependent child of a member of the negotiating unit shall be permitted to attend classes in the Palmyra-Macedon Central School District for grades K-12 without the payment of tuition providing that an educational program or placement for the child and space are available. In the event that the cost of tuition for the child would be in excess of the cost of tuition for a regular program placement, the member of the negotiating unit will be required to pay the difference between the regular tuition rate and any additional tuition costs.

ARTICLE XVIII

GENDER

All references to employees in this Agreement designate both sexes, and wherever the made gender is used it shall be construed to include male and female employees.

ARTICLE XIX
DURATION

This instrument constitutes the entire Agreement between the parties hereto. This Agreement shall remain in full force and effect from July 1, 1997, until June 30, 1998.

Dated: *May 12, 1997*

Earl R. Mehlenbacher
Earl R. Mehlenbacher
President, PMAA

Dated: *May 14, 1997*

James A. Tobin
James A. Tobin, Ed.D.
Superintendent of Schools

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